

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:) **Chapter 11**
)
FABER BROTHERS, INC.,) **Case. No. 06 B 07852**
)
Debtor.) **Hon. Jack B. Schmetterer**

**FIRST AMENDMENT TO AGREED ORDER AUTHORIZING DEBTOR TO: (A)
USE CASH COLLATERAL ON AN EMERGENCY BASIS; AND (B) GRANT
ADEQUATE PROTECTION AND PROVIDE SECURITY AND OTHER RELIEF TO
WELLS FARGO FOOTHILL, INC.**

This matter having come before this Court on the motion ("Motion") of Faber Brothers, Inc. ("Debtor"), requesting that this Court enter an order authorizing Debtor to use cash collateral on an emergency and final basis, and grant adequate protection and provide security and other relief to Wells Fargo Foothill, Inc. ("Lender") in connection therewith; the Court, on July 20, 2006, having entered an Agreed Order Authorizing Debtor To: (A) Use Cash Collateral On An Emergency Basis; and (B) Grant Adequate Protection And Provide Security And Other Relief To Lender ("Emergency Cash Collateral Order") and having set August 7, 2006 for the Final Hearing on the Motion; notice of the Final Hearing being sufficient and given to those parties required under the Emergency Cash Collateral Order pursuant to that certain Notice and Certificate of Service filed by the Debtor on July 20, 2006, as docket no. 20; the Debtor, Lender and the Committee having agreed to continue the Final Hearing and amend the Emergency Cash Collateral Order as herein provided; and unless otherwise indicated, all capitalized terms used herein having the meanings ascribed thereto in the Emergency Cash Collateral Order and by this reference being made a part hereof.

Having considered the Motion and the record in this Case, **IT IS HEREBY**

ORDERED THAT:

1. The date "August 7, 2006" in Definition 26 (Termination Date) in Exhibit A of the Emergency Cash Collateral Order is hereby replaced with the date "August 21, 2006."

2. The Budget shall be deemed replaced by the budget attached hereto as Exhibit A.

3. The first sentence of Paragraph 1 of the Emergency Cash Collateral Order shall be amended by inserting the phrase "for the then-current or a prior period (solely to the extent not previously paid and included in the column named "Remaining Budget")," immediately prior to the phrase "as and when."

4. Paragraph 3 (Carveout Terms) of the Emergency Cash Collateral Order shall be amended by (a) replacing the amount of "\$15,000" with "\$25,000" and (b) by inserting the phrase "(other than by payments from prepetition or gap-period retainers)" immediately following the phrase "on a dollar-for-dollar basis by any payments."

5. The following paragraph shall be deemed added as new Paragraph 6(g) of the Emergency Cash Collateral Order:

"Adequate Protection – Insurance Premium Finance Company. Debtor is authorized to pay to Premium Assignment Corporation ("PAC"), on or about August 15, 2006, the sum of \$11,354 as set forth in the Budget as adequate protection of PAC's alleged interests in Debtor's general liability insurance policies issued by Granite State Insurance known as 02LX42588202 and 02UD465800423 (collectively, the "Policies"), which interests arise in connection with a Premium Finance Agreement concerning said Policies executed by the Debtor on or about December 29, 2005."

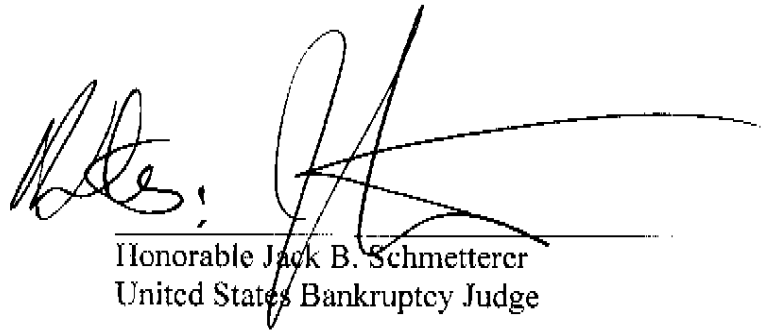
6. The Final Hearing shall occur on August 21, 2006 at ³⁰10 A.M. and may be continued from time to time without further notice other than that given in open court. Only presently filed objections to the proposed Final Hearing Order shall be deemed reserved and continued to the adjourned Final Hearing.

7. Debtor acknowledges and agrees, and the Court finds, that all of Lender's rights with respect to existing Events of Default, if any, are preserved notwithstanding the entry of this Order.

8. Except as expressly set forth herein, the terms of the Emergency Cash Collateral Order are not altered and remain in full force and effect.

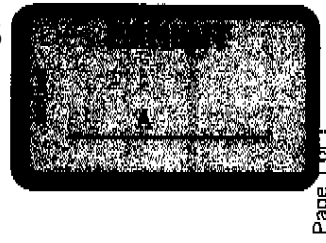
9. The terms of this Order were negotiated in good faith and at arms' length.

DATED: August 7, 2006



Honorable Jack B. Schmetterer
United States Bankruptcy Judge

WEEKLY CASH FLOW FORECAST



line #	7/22/2006	7/29/2006	8/5/2006	Total	Actual	Remaining Budget	8/12/2006	8/19/2006	Total
1	Opening cash balance		527,812				746,540	1,513,755	746,540
2	Collection on accounts receivable	250,000	400,000	275,000	925,000		316,500	325,000	641,500
3	Collection on cash sales						500,000	250,000	750,000
4	Payroll expense:								
5	Weekly payroll expense-Salary	19,528	17,853	17,616	55,997	42,011	16,565	14,658	31,223
6	Weekly payroll expense-Hourly	7,000	7,000	7,000	21,000	11,137	7,000	7,000	14,000
7	Weekly payroll expense	26,528	24,853	24,616	75,997	53,148	23,565	21,658	45,223
8	Administrative and General								
9	Rent	18,300			18,300	18,300			
10	Receipts from Subtenant			(3,180)	(3,180)	(3,180)			
11	Chief Liquidating Officer								
12	Professional fees-Debtor						15,000	20,000	35,000
13	Debtor Legal								
14	CCC								
15	Equipment Rental			225	225	225			
16	Comp & Office Supplies		1,000	1,000	2,000	1,000			
17	Utilities		16,000		16,000	16,000			
18	Insurance-genl	11,354		11,486	22,840	22,840	720	3,500	720
19	Communications		7,000		7,000	7,000			
20	Insurance group			10,000	10,000	10,000			
21	Equipment repair & maintenance		500	500	1,000	1,000			
22	Computer programming								
23	Postage & EDI			2,500	2,500	2,500			
24	Burglar alarm	28			28	28	4,000		4,000
25	Taxes & licenses						500		500
26	Travel		625	625	1,250	1,250			
27	Health & sanitation		1,000	1,000	2,000	2,000			
28	Other	7,500	7,500	7,500	22,500	22,500	2,500	2,500	5,000
29	Payroll on-costs								
30	Payroll taxes								
31	Document storage								
32	Advertising								
33	US Trustee fees						3,000		3,000
34	Selling								
35	Salesperson travel								
36	Total Operating Expenses:	63,710	58,478	56,271	178,460	168,268	49,285	48,658	97,943
	Estimated Surplus/(Deficit)	186,290	527,812	746,540			1,513,755	2,040,097	2,040,097